



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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August 28, 2003

IN REPLY PLEASE

REFER TO FILE: **PD-5**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CAL STATE UNIVERSITY, LOS ANGELES TRANSIT CENTER RENOVATION
CITY OF LOS ANGELES-COUNTY COOPERATIVE FINANCIAL AGREEMENT
SUPERVISORIAL DISTRICT 1
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the City of Los Angeles as the Lead Agency on this project.
2. Consider the Notice of Exemption for the Cal State University, Los Angeles Transit Center Renovation project, filed with the County Clerk on April 10, 2003, by the City of Los Angeles; concur that the project is exempt from the California Environmental Quality Act; and find that these actions reflect the independent judgment of the County.
3. Authorize the Director of Public Works, or his designee, to negotiate an agreement with the City of Los Angeles, essentially in the form of the enclosed agreement, for this project. The agreement will provide for the County to contribute up to \$307,000 toward the costs to construct the renovations to the California State University, Los Angeles Transit Center.
4. Authorize the Director of Public Works, or his designee, to disburse up to \$307,000 of the First Supervisorial District's allocation of Proposition A Local Return Transit funds to the City of Los Angeles to finance the County's contribution toward the construction costs of the California State University, Los Angeles Transit Center renovation project.

5. Instruct the Director of Public Works, or his designee, to sign the negotiated agreement after County Counsel has reviewed and approved as to form.

PURPOSE OF RECOMMENDED ACTION

The City of Los Angeles proposes to renovate the existing transit center located on the California State University, Los Angeles (CSULA) campus. The City applied through the 1997 Los Angeles County Metropolitan Transportation Authority's (MTA) Call For Projects for funds to develop or renovate three transit centers in Northeast Los Angeles, one of which was to renovate the existing intermodal transit center located on the CSULA campus. Based on initial cost estimates, the City applied for and received a grant for \$591,200 for the construction of this project. The City was providing \$147,800 of the City's Proposition C Local Return funds as the local match for this grant.

During the design of the renovation work at the CSULA Transit Center, the City's Bureau of Engineering conducted soil and slope stability tests that disclosed that the supporting hillside was unstable. It was determined that additional funds would be required to construct a system of caissons and a retaining wall to support the roadway and project improvements. In 2002, the City applied to the State of California for a grant under the Hazard Elimination Safety Program and was awarded \$360,000.

Based on the City Engineer's current estimate, the design, construction, and construction engineering is currently estimated to be \$1,406,000 for this project. Considering the MTA's grant of \$591,200, the State of California Hazard Elimination Safety Program grant for \$360,000, and the City's \$147,800 of Proposition C Local Return funds, the project budget has a deficit of \$307,000. The City is requesting County financial assistance in the amount of \$307,000. The City proposes to finance any unforeseeable changes in items of work or increases in cost over and above \$1,406,000. Your Board's approval is necessary for the delegation of responsibilities in the cooperative financing of this project.

JUSTIFICATION

The CSULA Transit Center supports intermodal public transit service. The Transit Center, located on the CSULA campus, serves the university students, faculty and staff, and provides a stop for the County's El Sol Shuttle and the Edmund D. Edelman Children's Court Shuttle. The CSULA Transit Center is also used as a stop for transit

services provided by the adjacent Cities of Alhambra and Monterey Park, the Metrolink commuter rail, and the El Monte Busway, which is used by 7 MTA bus routes, 12 Foothill Transit bus routes, and several other regional public transit operators.

Because of the project's regional significance, we recommend that the County participate in the funding of the project cost by making a maximum contribution of \$307,000 from the First Supervisorial District's allocation of Proposition A Local Return Transit funds to the City. This represents the difference between the current project estimate and the funding the City has already secured. There are sufficient funds for this contribution in the First Supervisorial District's FY 2003-04 allocation of the Transit Enterprise Fund.

The enclosed agreement sets forth financial responsibilities of the County and City for this specific project. Approval of this recommendation will give the Director of Public Works authority to execute the agreement and contribute the necessary funds needed for the City of Los Angeles to complete this project.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action meets the County's Strategic Plan Goals of Service Excellence, Children and Families Well-Being, and Improving Community Services as it provides services to the public in a manner that is responsive to the local area for this regionally significant project.

FISCAL IMPACT/FINANCING

The County's costs for this project will be a maximum of \$307,000. Funds will be made available from the First Supervisorial District's allocation of Proposition A Local Return Transit funds available in the Transit Enterprise Fund administered by Public Works.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The City of Los Angeles is the lead agency in this project. The County is a financial partner.

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IMPACT ON CURRENT SERVICES (OR PROJECT)

The project will contribute to improved traffic flow, pedestrian safety, and bicycle mobility provided to the residents of Los Angeles County. During construction, patrons of the County's East Los Angeles Shuttle and Edmund D. Edelman Children's Court Shuttle services may have to walk an additional distance to complete their transfer between regional transit providers' services and the County local services.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The City of Los Angeles is the lead agency for this project.

The Notice of Exemption for the California State University, Los Angeles Transit Center Renovation project was prepared by the City of Los Angeles and filed with the County Clerk on April 10, 2003. The recommended findings are in accordance with the California Environmental Quality Act and are required prior to your Board's approval of this action.

CONCLUSION

Upon approval, please return two approved copies of this letter to us.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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C040292
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Enc.

cc: Chief Administrative Office, County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY," and the CITY OF LOS ANGELES, hereinafter referred to as "CITY":

R E C I T A L S

WHEREAS, COUNTY and CITY agree that it is in the public interest to renovate the existing intermodal transit center located on the California State University, Los Angeles (CSULA) campus, which work is hereinafter referred to as "PROJECT," and

WHEREAS, COUNTY'S East Los Angeles Shuttle and Children's Court Shuttle public transit services utilize the CSULA intermodal transit center, and

WHEREAS, total "PROJECT COST" includes engineering design, construction contract, construction engineering, inspection, contract administration, material testing, and survey for PROJECT and is currently estimated to be One Million Four Hundred and Six Thousand and 00/100 Dollars (\$1,406,000.00), and

WHEREAS, CITY has already completed the engineering design and is willing to perform construction engineering, inspection, contract administration, material testing, and survey for PROJECT, and

WHEREAS, CITY has received a grant from the Los Angeles County Metropolitan Transportation Authority to fund up to a maximum of Five Hundred Ninety-one Thousand Two Hundred and 00/100 Dollars (\$591,200.00) and a grant from the State of California's Hazard Elimination Safety Program for Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000.00), hereinafter referred to as "GRANTS," and

WHEREAS, CITY has committed One Hundred Forty-seven Thousand Eight Hundred and 00/100 Dollars (\$147,800.00) of CITY funds to PROJECT COST, and

WHEREAS, COUNTY proposes to contribute up to a maximum amount of Three Hundred Seven Thousand and 00/100 Dollars (\$307,000.00), which is the difference between PROJECT COST and the sum of the GRANTS and CITY SHARE, hereinafter referred to as "COUNTY SHARE," and

WHEREAS, CITY has committed to funding all unforeseen and unforeseeable items of work or increases in cost in excess of One Million Four Hundred and Six Thousand and 00/100 Dollars (\$1,406,000.00) hereinafter referred to as "CITY SHARE," and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- A. PROJECT will consist of the construction of a concrete roadway; drainage improvements; retaining wall on piles; guardrail; and concrete sidewalks with access ramps, curb, and gutter at the CSULA Intermodal Transit Center. PROJECT shall also include the installation of bus stop benches, trash receptacles, and shade trees along the sidewalk area all as shown on the California State University, Los Angeles Transit Center Improvement Plans.
- B. To perform or have performed the PROJECT engineering design, construction contract, construction engineering, inspection, contract administration, materials testing, and survey.
- C. To advertise PROJECT for construction bids, to inform COUNTY of the content of the bids received, to award the construction contract, and to administer the construction contract.
- D. To obtain all necessary approvals from CSULA before advertising PROJECT for construction bids and to make all necessary arrangements with CSULA for the ownership, operations, and maintenance of all improvements constructed as part of PROJECT, which will be transferred to CSULA after construction is completed for ownership, operations, and maintenance.
- E. To execute and administer all agreements necessary to receive GRANTS.
- F. To accept COUNTY'S contribution of up to Three Hundred and Seven Thousand and 00/100 Dollars (\$307,000.00).
- G. To finance all unforeseen and unforeseeable items of work or increases in cost in excess of One Million Four Hundred and Six Thousand and 00/100 Dollars (\$1,406,000.00).
- H. To ensure COUNTY, and all its officers, agents, employees, and special districts, are named as additional insured parties under the construction contractor's(s') Comprehensive General Liability and automobile insurance policies.

- I. To furnish COUNTY, within one hundred and twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total PROJECT COST including itemization of actual unit costs and actual contract quantities.
- J. To reimburse COUNTY any unused portions of COUNTY SHARE based on the final accounting.

(2) COUNTY AGREES:

- A. To contribute a maximum of Three Hundred Seven Thousand and 00/100 Dollars (\$307,000.00), which is the difference between PROJECT COST and the sum of GRANTS and CITY SHARE.
- B. To deposit with CITY, following the opening of construction bids for PROJECT and upon demand from the CITY, a maximum Three Hundred Seven Thousand and 00/100 Dollars (\$307,000.00) from the First Supervisorial District's allocation of Proposition A Local Return Transit funds to finance COUNTY SHARE. Said demand will consist of a billing invoice prepared by CITY and delivered to COUNTY'S Director of Public Works, or his designee, hereinafter referred to as DIRECTOR.
- C. To pay, upon receipt of claim and documentation provided by CITY. Payment will normally be made within thirty (30) calendar days of receipt of an acceptable invoice.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- A. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- B. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Wayne Tanda
General Manager
City of Los Angeles
Department of Transportation
221 North Figueroa Avenue, Suite 500
Los Angeles, California 90012

COUNTY:

Mr. James A. Noyes
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, California 91802-1460

- C. Neither COUNTY nor any officer, agent, employee, or special district of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall indemnify, defend, and hold COUNTY, its officers, agents, employees, and special districts harmless from and against any and all liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

[illegible]

IN WITNESS WHEREOF, the Director of Public Works, pursuant to authority delegated by the Board of Supervisors of the COUNTY of Los Angeles on _____, Synopsis ____, and the CITY of Los Angeles have caused this AGREEMENT to be executed by and through their respective officers, duly authorized, on _____, 2003.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

CITY OF LOS ANGELES
DEPARTMENT OF TRANSPORTATION

By _____
Wayne K. Tanda, General Manager

APPROVED AS TO FORM AND LEGALITY

Rockard J. Delgadillo, City Attorney

By _____
Shelley I. Smith, Assistant City Attorney

ATTEST:

J. Michael Carey, City Clerk

By _____
City Clerk